IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.8506 OF 2005

Office Notes, Office Memoranda of coram, appearances, Court's orders or directions and Registrar's orders.	Court's or Judge's orders.

Mr.P.K.Samdani with Mr.D.Mehta i/b M/s.Dhruva Liladhar & Co. for the petitioner.
Mr.G.S.Hegde for respondent no.1.
Mr.P.I.Khemani AGP for respondent no.2.

CORAM: V.G.PALSHIKAR,AG.C.J. & D.B.BHOSALE, J.

DATED: 12TH DECEMBER, 2005

P.C.:

. By this petition, the petitioner has challenged the communication dated 28th November, 2005 by which the respondent - City and Industrial Development Corporation of Maharashtra Ltd. has cancelled the contract which it had entered with the petitioner for giving the land on lease, the terms of which were mentioned in the contract.

2. The petitioner has effective alternate efficacious remedy of filing suit in the Court of proper jurisdiction. The impugned communication is of 28th November, 2005.

The civil suit could have been filed and necessary orders to protect possession of the petitioner could have been taken. Instead of filing such effective existing remedy the petitioner desire interference under Article 226 on the ground that personal hearing was not given to the petitioner by CIDCO when the contract was terminated. The unilateral termination of contract is itself the cause of action and question of personal hearing may not arise. It is also contended that the respondent having voluntarily entered into contract they could not be para dilicto with the petitioner. This contentions need not be decided or dealt with in this petition as same could be agitated with equal force with the Court of appropriate jurisdiction. Reserving that remedy to the petitioner this petition is dismissed. At this stage the learned counsel appearing on behalf of the petitioner submits that the petitioner be protected for one week to enable him to effectively pursue his remedy. In view of this CIDCO should

maintain status quo for one week more.

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